



**STATEMENT UNDER 37 CFR 3.73(b)**

Michael R. Robicheaux, Jeffrey A. Grist and Thomas L.

Applicant/Patent Owner: \_\_\_\_\_ Wilkerson

Application No./Patent No.: 10/091,763 Filed/Issue Date: March 5, 2002

Entitled: System for Removing Organics from a Wastewater Stream

Monosep Corporation, a \_\_\_\_\_ corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Robicheaux, Grist and Wilkerson To: Pinnacle Energy Solutions, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Pinnacle Energy Solutions, LLC To: Monosep Corporation

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

4/11/03  
Date

Michael R. Robicheaux

Typed or printed name

[Signature]  
Signature

President

Title

## ASSIGNMENT

WHEREAS, we, Michael R. Robicheaux, Jeffrey A. Grist, and Thomas L. Wilkerson (herein referred to at times as "Assignor" individually and "Assignors" collectively), are co-inventors of certain new and useful improvements in apparatus and methods for treatment of wastewater, namely that disclosed in an application for United States Letters patent titled "System for Removing Organics From A Wastewater Stream," filed 05 March 2002, and assigned serial no. 10/091,763;

WHEREAS, Pinnacle Energy Solutions, Inc., herein referred to as "Assignee," desires to acquire the entire right, title and interest in the invention, the patent application, and any and all United States and foreign patents on said invention;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, we, Michael R. Robicheaux, Jeffrey A. Grist, and Thomas L. Wilkerson, by these presents do sell, assign and transfer unto Assignee the full and exclusive right to said invention in the United States, the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, and the entire right, title and interest in and to any continuation, re-examination, continuation-in-part and/or reissue applications and/or patents and to any foreign patent applications and patents issuing therefrom. We hereby authorize and request the Commissioner of Patents and Trademarks to record this Assignment, and to issue said United States Patents to Assignee of the entire right, title and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the end of the term for which said Patents may be granted, as fully and entirely as the same would have been held by us had this Assignment not been made. We further agree to execute such documents as in the future may be reasonably required, at Assignee's expense, to effect the purposes of this Assignment.

\*\*\*

As to Michael R. Robicheaux:

Executed this 25<sup>th</sup> day of April, 2002 at Louisiana, Inc.

  
Michael R. Robicheaux, Assignor

State of Louisiana  
Parish of Lafayette

Before me personally appeared said Michael R. Robicheaux and acknowledged the foregoing instrument to be his free act and deed, this 25<sup>th</sup> day of April, 2002.

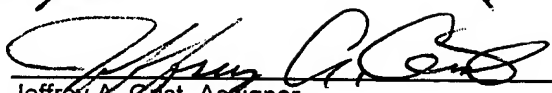
Seal

  
Notary Public

\*\*\*

As to Jeffrey A. Grist:

Ex cuted this 18<sup>th</sup> day of April, 2002 at Lafayette

  
Jeffrey A. Grist, Assignor

State of Louisiana  
Parish of Lafayette

Before me personally appeared said Jeffrey A. Grist and acknowledged the foregoing instrument to be his free act and deed, this 18<sup>th</sup> day of April, 2002.

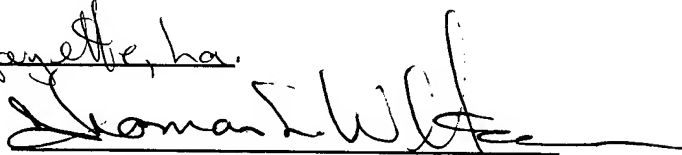
Seal

  
Notary Public

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As to Thomas L. Wilkerson:

Executed this 19<sup>th</sup> day of April, 2002 at Lafayette, La.

  
Thomas L. Wilkerson, Assignor

State of Louisiana  
Parish of Lafayette

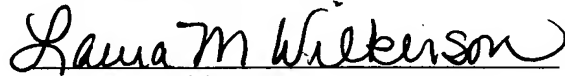
Before me personally appeared said Thomas L. Wilkerson and acknowledged the foregoing instrument to be his free act and deed, this \_\_\_\_\_ day of April, 2002.

Seal


\_\_\_\_\_  
Notary Public

State of Louisiana  
Parish of Lafayette

Before me personally appeared Laura M. Wilkerson, a woman of full majority, who resides at 212 Renwood Circle, Lafayette, Louisiana, and acknowledged that she witnessed Thomas L. Wilkerson sign, of his own free will, the attached Assignment of Right, Title and Interest in that particular patent titled "System for Removing Organics From A Wastewater Stream", filed 05 March 2002, and assigned serial no. 10/091,763.

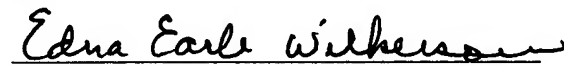
  
Laura M. Wilkerson

This executed before me, the undersigned Notary Public, on the 19<sup>th</sup> day of April, 2002 at Lafayette, Louisiana.


  
Leslie Kay Barnett  
Notary Public  
Lafayette Parish, Louisiana

State of Louisiana  
Parish of Lafayette

Before me personally appeared Edna Earle Wilkerson, a woman of full majority, who resides at 1335 E. J. Road, Starkville, Mississippi, and acknowledged that she witnessed Thomas L. Wilkerson sign, of his own free will, the attached Assignment of Right, Title and Interest in that particular patent titled "System for Removing Organics From A Wastewater Stream", filed 05 March 2002, and assigned serial no. 10/091,763.

  
Edna Earle Wilkerson

This executed before me, the undersigned Notary Public, on the 19<sup>th</sup> day of April, 2002 at Lafayette, Louisiana.

  
Leslie Kay Barnett  
Notary Public  
Lafayette Parish, Louisiana

## JOINT MERGER AGREEMENT

This Joint Merger Agreement is entered into pursuant to the provisions of La. R.S. 12:112-117 and 12:1357-61, by and between **Monosep Corporation**, a Louisiana corporation (hereinafter referred to as "Surviving Entity") and **Pinnacle Energy Solutions, L.L.C.**, a Louisiana limited liability company (hereinafter referred to as "Constituent Entity").

### **Recitals**

The parties hereto desire that the Constituent Entity be merged with and into the Surviving Entity pursuant to this Joint Merger Agreement (the "Agreement") providing for such merger (the "Merger"), as of the Effective Date (as defined below).

Under this Agreement, all of the assets and liabilities of Pinnacle Energy Solutions, L.L.C., the Constituent Entity, are being transferred to Monosep Corporation, the Surviving Entity, in exchange for shares of stock in the Surviving Entity; which shares will then be transferred to the members of the Constituent Entity, who are currently the sole shareholders of the Surviving Entity. Each shareholder and member owns the same pro rata interest in Pinnacle Energy Solutions, L.L.C. as he does in Monosep Corporation. As a result thereof, the Constituent Entity and the Surviving Entity will become one entity, which shall be the Surviving Entity; the separate existence of the Constituent Entity will cease; all of the assets and liabilities of the Constituent Entity will become the assets and liabilities of the Surviving Entity; and all (i.e., 100%) of the shares of the Surviving Entity shall continue to be owned shareholders of the Surviving Entity in the same relative percentages.

### **Agreement**

**NOW, THEREFORE** in consideration of the mutual representations, warranties and covenants herein contained, the parties hereby agree as follows:

#### **1. Conditions Precedent**

1.1 *Approval.* This agreement has been approved by the holders of one hundred (100%) percent of the outstanding shares of the Surviving Entity and the holders of one hundred (100%) percent of the membership interests of the Constituent Entity.

1.2 *Recordation.* This agreement shall be delivered to the Secretary of State of Louisiana for filing and recording, and a copy of the Certificate of Merger issued by the Secretary of State, certified by him, shall be filed for record in the conveyance records of each Parish in this State in which either entity has immovable property, title to which will be transferred as a result of the merger and shall further be recorded in Lafayette Parish, which is the principal place of business of both the Surviving Entity and the Constituent Entity.

1.3 *Effective Date.* As provided in Louisiana Revised Statutes 12:1360(C), this merger shall be effective at midnight on December 31, 2002.

1.4 *Issuance of Shares.* On the Effective Date, the Surviving Entity shall issue and deliver to the members of the constituent Entity the number of shares set opposite the name of each member on Exhibit "A" in accordance with this Agreement.

## 2. Representations of Constituent Entity

The Constituent Entity represents and warrants to the Surviving Entity, as of the date hereof and on the Effective Date as follows:

2.1 *Good Standing.* The Constituent Entity is a Louisiana limited liability company duly organized and validly existing under the laws of the State of Louisiana and is duly authorized and qualified under all applicable laws and regulations to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Constituent Entity in the conduct of its business, and the nature of the business now transacted by it, do not require qualification as a foreign entity in any jurisdiction in which it is not so registered.

2.2 *Members.* The members holding one hundred (100%) percent of the membership interests of the Constituent Entity are set out in Exhibit "A."

## 3. Representations of Surviving Entity

The Surviving Entity represents and warrants to the Constituent Entity as of the date hereof and on the Effective Date as follows:

3.1 *Good Standing.* The Surviving Entity is a Louisiana corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances, and other orders of public authority to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Surviving Entity in the conduct of its business, and the nature of the business now transacted by it, do not require qualification as a foreign corporation in any jurisdiction.

3.2 *Shareholders and Shares.* The authorized capital stock of the Surviving Entity consists solely of 10,000 shares of Class A no par value common stock and 90,000 shares of Class B no par value common stock, of which 250 Class A shares and 2,250 Class B shares are issued and outstanding. The shares are held by the shareholders in the amounts set out on Exhibit "A." Each share is free and clear of all liens, claims and encumbrances of any kind. Each share has been duly and validly authorized and issued, is fully paid, and non-assessable.

## 4. Effect of Merger

4.1 *Effect of Merger.* The effect of this merger is that established by La. R.S. 12:115 and, without limitation thereof, shall include the following as of the Effective Date:

- a) The Constituent Entity and the Surviving Entity shall be a single entity and that entity shall be Monosep Corporation.
- b) The separate existence of Pinnacle Energy Solutions, L.L.C. will cease.
- c) Monosep Corporation will possess all of the rights, privileges, immunities, powers, and franchises of Pinnacle Energy Solutions, L.L.C., and will be subject to the restrictions, disabilities and duties of the Constituent Entity to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities, and duties are applicable to the form of existence of Monosep Corporation.
- d) All property, movable, immovable, and mixed, corporeal and incorporeal, rights, choses in action, and all debts due on whatever account, including promises to make capital contributions, and all choses in actions, and all and every interest of or belonging to or due to the Constituent Entity are hereby vested in Monosep Corporation, without further act or deed.
- e) Monosep Corporation shall henceforth be responsible and liable for all liabilities and obligations of the Constituent Entity so merged. Any claim existing or action or proceeding pending by or against the Constituent Entity may be prosecuted as if this Merger had not taken place, or the Surviving Entity may be substituted in the action.
- f) Neither the rights of creditors (judgment or otherwise) nor any liens on property of the Constituent Entity shall be impaired by the merger.

## **5. Articles of Incorporation of Surviving Entity**

To the extent it is inconsistent with the current Articles of Incorporation and by-laws of Monosep Corporation, the Surviving Entity, each member of the Board of Directors shall have one (1) equal vote in the management and affairs of Monosep Corporation. In all other regards, the Articles of Incorporation and by-laws of Monosep Corporation are not altered or otherwise affected by virtue of this Merger.

## **6. General Provisions**

6.1 *Additional Instruments.* The parties hereto shall deliver or cause to be delivered, at such other times and places that shall be reasonably agreed upon, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement.

6.2 *Entire Agreement.* This Agreement and the documents delivered pursuant hereto, constitute the entire agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this agreement.

6.3 *Law.* This Agreement shall be construed in accordance with the laws of the State of Louisiana.

6.4 **Enforcement.** In the event that it shall become necessary for any party hereto to retain the services of an attorney to enforce the provisions of this Agreement, either through an action for specific performance or for damages, the prevailing party shall be entitled to collect the costs of any legal proceedings and reasonable attorneys' fees, including appellate proceedings, in addition to all damages sustained by the prevailing party.

6.5 **Certification.** By signing this Agreement, Michael R. Robicheaux, as President of Monosep Corporation, and Michael R. Robicheaux, as Manager of Pinnacle Energy Solutions, L.L.C., certifies that this Agreement has been authorized and approved in accordance with Louisiana Revised Statutes 12:112 and 12:1359.

**THUS DONE AND SIGNED** on this 30<sup>th</sup> day of December, 2002, before me, the undersigned Notary Public, and the undersigned competent witnesses, at Lafayette, Louisiana.

**WITNESSES:**

Criste R. Gault

Cynthia K. Wantele

**MONOSEP CORPORATION**

BY: Michael R. Robicheaux  
Michael R. Robicheaux, President

Frank S. Haurio

**NOTARY PUBLIC** in and for the  
Parish of Lafayette, Louisiana  
My Commission Expires: at Death

**CERTIFICATE**

The undersigned, Secretary of Monosep Corporation, hereby certifies that the above Joint Merger Agreement was unanimously adopted by the Board of Directors and Shareholders of Monosep Corporation on 29<sup>th</sup> December, 2002.

Robert L. Hollier  
Robert Hollier, Secretary



THUS DONE AND SIGNED on this 30<sup>th</sup> day of December, 2002, before me, the undersigned Notary Public, and the undersigned competent witnesses, at Lafayette, Louisiana.

## WITNESSES:

Celeste R. GiletCynthia K. WantellePINNACLE ENERGY SOLUTIONS,  
L.L.C.BY: Michael R. Robicheaux  
Michael R. Robicheaux, ManagerFrank S. DavidNOTARY PUBLIC in and for the  
Parish of Lafayette, Louisiana  
My Commission Expires: at deathCERTIFICATE

The undersigned, Manager of Pinnacle Energy Solutions, L.L.C., hereby certifies that the above Joint Merger Agreement was adopted by the unanimous written consent of the members of Pinnacle Energy Solutions, L.L.C. on December 30<sup>th</sup>, 2002.

Michael R. Robicheaux  
Michael R. Robicheaux, Manager

STATE OF LOUISIANA

PARISH OF LAFAYETTE

## ACKNOWLEDGMENT

On this 30<sup>th</sup> day of December, 2002, before me, the undersigned Notary Public, and the undersigned witnesses, personally appeared Michael R. Robicheaux, President of Monosep Corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged that he executed it on behalf of the company, in the presence of the undersigned witnesses as his free act and deed for the uses, purposes, and consideration therein expressed.

## WITNESSES:

Celeste R. GiletCynthia K. WantelleMichael R. Robicheaux  
Michael R. Robicheaux, PresidentFrank S. DavidNOTARY PUBLIC in and for the  
Parish of Lafayette, Louisiana  
My Commission Expires: at death

## STATE OF LOUISIANA

## PARISH OF LAFAYETTE

## ACKNOWLEDGMENT

On this 30<sup>th</sup> day of December, 2002, before me, the undersigned Notary Public, and the undersigned witnesses, personally appeared Michael R. Robicheaux, as the authorized member of **Pinnacle Energy Solutions, L.L.C.**, to me known to be the person described in and who executed the foregoing instrument and who acknowledged that he executed it on behalf of the company, in the presence of the undersigned witnesses as his free act and deed for the uses, purposes, and consideration therein expressed.

## WITNESSES:

Celeste R. Oplis  
Cynthia K. Wartelle

Michael R. Robicheaux  
Michael R. Robicheaux, Member

Frank J. Slava

NOTARY PUBLIC in and for the

Parish of Lafayette, Louisiana

My Commission Expires: at Death